

1
2 **Resolution Relating to**
3

RESOLUTION

Sponsor(s): Councilors Blais,
Tracy, Ayres: License Com.

4
5 AUTHORIZATION TO ENTER INTO LICENSE AGREEMENT
6 TO MAINTAIN TABLE, CHAIRS, AWNING AND LIGHTS ON A
7 PORTION OF THE CITY'S RIGHT-OF-WAY WITH
8 GUILD FINE MEATS

Introduced: _____

Referred to: _____

Action: _____

Date: _____

Signed by Mayor: _____

11
12 **CITY OF BURLINGTON**

13 In the year Two Thousand Thirteen.....

14 Resolved by the City Council of the City of Burlington, as follows:

15
16 That WHEREAS, GUILD FINE MEATS, LLC d/b/a GUILD FINE MEATS of Burlington, Vermont
17 (hereinafter GUILD) is an establishment doing business in a commercial building located at 111 St. Paul
18 Street in the City of Burlington, Vermont; and

19 WHEREAS, GUILD desires to place 1 table and 2 chairs in the public right-of-way adjacent to its
20 establishment at 111 St. Paul Street; and

21 WHEREAS, GUILD also desires to install an awning and lights over the entry area overhanging
22 the public right-of-way adjacent to its establishment at 111 St. Paul Street; and

23 WHEREAS, GUILD wishes to enter into a License Agreement with the City for such table and
24 chairs and awning and lights; and

25 WHEREAS, the placement of the respective table and chairs and awning and lights has been
26 reviewed and approved by the Department of Public Works with conditions to address public safety
27 concerns; and

28 WHEREAS, the Charter of the City of Burlington, Sec. 48XLIX and the Code of Ordinances Sec.
29 27-32 require authorization by the City Council for such use of a public thoroughfare for periods in excess
30 of thirty (30) days;

31 NOW, THEREFORE, BE IT RESOLVED that this City Council hereby authorizes GUILD to
32 place 1 table and 2 chairs and an awning and lights covering an area of 65 sq. ft. on a portion of the public
33 right-of-way adjacent to its establishment at 111 St. Paul Street as indicated in and pursuant to its License
34 Agreement upon entering into the License Agreement in substantially the form attached hereto; and

35 BE IT FURTHER RESOLVED that Mayor Miro Weinberger be and hereby is authorized to
36 execute a License Agreement, in substantially the form attached, on behalf of the City of Burlington for a
37 term commencing on the date of execution of the License Agreement and terminating on April 30, 2014.

LICENSE AGREEMENT FOR TABLE AND CHAIRS, AWNING AND LIGHTS
WITH GUILD FINE MEATS
2013-2014 SEASON

This LICENSE AGREEMENT is made by and between the City of Burlington, a municipal corporation organized and validly existing under the laws of the State of Vermont (hereinafter CITY) and GUILD FINE MEATS, LLC d/b/a GUILD FINE MEATS, a commercial establishment located at 111 St. Paul Street, Burlington, Vermont (hereinafter GUILD or LICENSEE).

WHEREAS, the CITY owns property, including the street and sidewalk right-of-way adjacent to 111 St. Paul Street; and

WHEREAS, GUILD stated on its application (attached hereto as Exhibit A) that it wishes to place 1 table and 2 chairs on the sidewalk area in front of the building at 111 St. Paul Street in the the public right-of-way; and

WHEREAS, GUILD also stated on its application (attached hereto as Exhibit A) that it wishes to install an awning and lights on the front of the building above the entry area overhanging the public right-of-way; and

WHEREAS, GUILD has stated in its permit application that there will be no physical barriers around the awning and lights or the table and chairs and they will cover a 65 sq. ft. area; and

WHEREAS, this application was reviewed and approved by the Department of Public Works attached hereto as Exhibit B; and

WHEREAS, such use of a public thoroughfare for periods in excess of 30 days requires approval of the City Council under Charter Sec. 48XLIX and Burlington Code of

Ordinances Chap. 27, Sec. 27-32;

W I T N E S S E T H :

The CITY and GUILD enter into the following License Agreement:

1. TERM

The CITY grants to GUILD (hereinafter LICENSEE) a license to place 1 table and 2 chairs in front of the building in the public right-of-way and to install and maintain an awning and lights on the front of the building overhanging the public right-of-way covering an area of 65 sq. ft. at 111 St. Paul Street, for a term commencing as of the date of execution of this Agreement and terminating on April 30, 2014 or sooner as provided herein.

2. LOCATION

LICENSEE may use and maintain table and chairs and an awning and lights on and over the public right-of-way (hereinafter referred to as the premises) for the consumption of food and beverages and for advertising purposes. Licensee must ensure that the sidewalk area is kept clear and at all times there is a 5 ft. right-of-way for pedestrian traffic. The table and chairs and awning and lights are to be placed as approved by the Department of Public Works.

A copy of the approved plan is attached hereto as Exhibit C.

3. MAINTENANCE

- a. LICENSEE shall maintain the table and chairs and awning and lights in proper condition.
- b. LICENSEE shall be responsible for the maintenance and upkeep of the table and chairs and awning and lights and any damage to the table and chairs and awning and lights is solely the responsibility of LICENSEE. Should LICENSEE fail to maintain

the table and chairs and awning and lights, this License Agreement is revocable on notice by the CITY to LICENSEE of a violation of this section; however LICENSEE shall have 14 days to cure any problem if it notifies the CITY in writing within three (3) days of its intent to cure the violation.

c. The table and chairs and awning and lights shall be placed in accordance with all conditions set by the Department of Public Works and shall not impede the CITY'S ability to maintain the road, sidewalk, parking meters or greenbelt.

d. The table and chairs and awning and lights shall not cause an obstruction or inconvenience to members of the public using the sidewalk, parking meters or street.

e. LICENSEE shall pick up and sweep debris created by its use of the public right-of-way.

4. LICENSE FEE

There shall be a fee for this license equal to the encumbrance application fee and the square foot use fee. This fee shall be payable immediately to the Burlington City Clerk's Office. **Failure to pay the annual fee shall result in the immediate revocation of the license.**

5. REVOCATION

This License Agreement is immediately revocable should LICENSEE discontinue use of the table and chairs and awning and lights. In any event, this Agreement is revocable by the CITY within 30 days upon sending written notice to LICENSEE. Upon revocation, LICENSEE must remove at its own expense the table and chairs and awning and lights and other materials or obstructions placed on the property. If LICENSEE refuses to promptly

remove such obstructions, they may be removed by the CITY and LICENSEE shall be liable for all expenses of such removal.

6. INSURANCE

a. LICENSEE shall maintain in effect throughout the term of this Agreement comprehensive public liability insurance with an A rated insurance carrier, or better, qualified to transact business in the State of Vermont, insuring against all legal liability for injuries or damages suffered as a result of the exercise of rights granted pursuant to this Agreement in an amount not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The CITY shall be named as an additional insured on such insurance policy.

b. Prior to execution of this Agreement, LICENSEE shall furnish the CITY with a certificate of insurance and endorsement which shall include the provision that the CITY is named as an additional insured and shall be given 15 days written notification prior to cancellation of such insurance for nonpayment of premium and 45 days notice for any other reason. The certificate shall be attached to this Agreement as Exhibit D and the endorsement shall be attached as Exhibit E.

c. The certificate of insurance shall be provided annually on or before its stated expiration. It is the responsibility of LICENSEE to ensure that a current certificate of insurance is on file with the CITY at all times. **Failure to furnish a current certificate of insurance will result in immediate revocation of this license.**

7. INDEMNIFICATION

LICENSEE agrees to indemnify, defend and hold the CITY harmless and free from

liability arising out of LICENSEE'S use of the CITY'S right-of-way, and LICENSEE agrees to make no claim against the CITY or any of its officers, employees, agents or representatives for any loss or damage caused by the CITY'S use or maintenance of its right-of-way.

8. PERMITS

LICENSEE shall be responsible for obtaining all necessary CITY and/or State permits including zoning permits, prior to placement of the table and chairs and awning and lights.

9. NUISANCES PROHIBITED

LICENSEE shall not, during the term hereof, on or in the premises maintain, commit, or permit the maintenance or commission of any nuisance or violation of any applicable City of Burlington ordinance, State or Federal statute, or controlling bylaw, regulation, or condition imposed whether existing at the time of commencement of this Agreement or enacted, amended, or otherwise put into effect during the term of this Agreement.

10. ASSIGNMENT OF RIGHTS

LICENSEE shall not sell or assign its rights pursuant to this Agreement or permit the use of the premises or any part thereof by any other entity without the express prior written consent of the CITY. Any unauthorized action in violation of this provision shall be void, and shall terminate LICENSEE'S rights pursuant to this Agreement.

11. LIMITATION OF RIGHTS

LICENSEE acknowledges that no property or other right is created other than that specifically defined and limited by this Agreement.

12. This License Agreement supersedes all other License Agreements executed for this

location.

DATED at Burlington, Vermont this _____ day of _____,

2013.

CITY OF BURLINGTON

Witness

By: _____
Miro Weinberger, Mayor
Duly Authorized

GUILD FINE MEATS, LLC
d/b/a GUILD FINE MEATS

Witness

By: _____
Duly Authorized

lb/c: GM 2013/License Agree for Encumbrance – GUILD FINE MEATS, 139 Bank St. (Table & Chairs & Awning) 2013
9/13/13

**OFFICE OF THE CLERK AND TREASURER****149 CHURCH STREET
BURLINGTON, VT 05401****Voice (802)865-7000****FAX (802)865-7014****TTY (802)865-7142****Amy Bovee (802)865-7019****Ron Gore (802)865-7562**

CITY ATTORNEY'S OFFICE

SEP 11 2013

RECEIVED

Encumbrance Application / RenewalDBA NAME: Guild Fine Meats LLCDATE: 5/6/13CONTACT NAME: Jed DavisPHONE: 802 999 1440MAILING ADDRESS: 139 Bank St.
Burlington VT 05401FAX: _____
EMAIL: jd0407@gmail.comDBA NAME: Guild Fine Meats

COMPANY: _____

LOCATION OF ENCUMBRANCE: 111 Saint Paul St.

Permission is requested to allow/continue the encumbrance in the following area and manner (please describe fully, including size and physical barriers around area i.e. trees, grates, parking meters, etc with photos, diagrams, blueprints; may reference prior application):

Description: install new awning on front of building
located at 111 Saint Paul Street
one table and two chairs on sidewalk

Total Square Feet (\$1.00 per SF): 18 40 65**PLEASE ATTACH:**

1. Certificate of Liability Insurance with holder as the: "CITY OF BURLINGTON, CLERK/TREASURER'S OFFICE ENCUMBRANCE APPLICATION DEPT., 149 CHURCH ST., BURLINGTON, VT 05401" with a 30 DAY NOTICE FOR CANCELLATION EFFECTIVE MAY 1 TO APRIL 30 OF THE CURRENT YEAR in the amount of \$2 million for the general aggregate and \$1 million for each occurrence. Your insurance agent can fax the certificate to this office at the above number.

2. Sketch, Photo, or Blueprint of what you are proposing.

3. Check for the square feet fees (\$1 per square foot) + \$25 Application fee: \$43

Signature: _____

Date: 5/6/13For office use only: Amount received \$ 43 on 5/13Sent to DPW: 8/8 Sent to Attorney: 9/10Check # 7014Exhibit A



OFFICE OF THE CLERK AND TREASURER
149 CHURCH STREET
BURLINGTON, VT 05401
Voice (802)865-7000
FAX (802)865-7014
TTY (802)865-7142
Amy Bovee (802)865-7019
Ron Gore (802)865-7562

Encumbrance DPW Approval Form

Effective 05/01/2013 - 04/30/2014

ATTENTION: RON GORE, BURLINGTON DEPARTMENT OF PUBLIC WORKS

DBA NAME: Guild Fine Meats

DATE: Monday, September 9, 2013

COMPANY: Guild Fine Meats LLC

PHONE: 999-1440

LOCATION: 111 St. Paul Street

FAX:

MAILING ADDRESS: Jed Davis
139 Bank Street

RACKS / RAMPS / STAIRS / TABLES / CHAIRS ETC

1. Racks, ramps, sidewalks encumbrances should be located on private property, if possible. In the opinion of the City Building Inspector, is there an available alternative location for the ramp on private property? Yes ☐ No ☒

2. Will there be sufficient width for plows and pedestrian access if racks, ramp, sidewalk, tables & chairs encumbrances are added on the sidewalk? Yes ☒ No ☐

3. Additional Comments: SINGLE TABLE / 2 CHAIRS PLACED NEXT TO BUILDING

4. A 65 square foot placement of Install a new awning on front of building located at 111 St. Paul St. One table and 2 Chairs on sidewalk. at 111 St. Paul Street

DEPARTMENT OF PUBLIC WORKS

Approved? Yes ☒

No ☐


Explain: ALLOW PEDESTRIAN RIGHT OF WAY

Signature Ron Gore

Date: 09/11/13

Exhibit B



notes	#1177
	GUILD FINE MEATS EXTERIOR ENTRANCE DETAIL
	OPTION 5
client	JED DAVIS
scale	1/2" = 1 FOOT
file name	GUILD ELEVATION 7
date	04/25/13
drawing	GMD
SPARKY POTTER DESIGN GROUP WOOD & WOOD DESIGN • SIGN SYSTEMS INTERIORS • DECORATIVE ARTS 98 CARROLL ROAD WAITSFIELD, VERMONT 05673  802-496-3000 802-496-7916 FAX woodwood@nadrivet.com	



Signature Series
COOPER BLACK
 4988-0000

Available in:
 46" (116.8 cm)
 3.75" (9.5 cm) repeat
 made with 100% recycled acrylic

page 82

Exhibit C



CERTIFICATE OF LIABILITY INSURANCE

GUILFIN-01

RWF

DATE (MM/DD/YYYY)

8/9/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hickok & Boardman, Inc. - BUR 346 Shelburne Road PO Box 1064 Burlington, VT 05402-1064		(802) 658-3500	CONTACT NAME: Robin W Faraone PHONE (A/C, No, Ext): (802) 383-1663 E-MAIL ADDRESS: rfaraone@hbinsurance.com FAX (A/C, No): (802) 658-0541
INSURED Guild Fine Meats LLC c/o Catamount Restaurant Management 139 Bank St, 2nd Floor Burlington, VT 05401-			
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Patriot Insurance Company	
		INSURER B: Technology Ins Co Inc	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		BOP6204980	8/2/2013	8/2/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC
A	AUTOMOBILE LIABILITY			BA6204980	8/2/2013	8/2/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	X	OCCUR	BOP6204980	8/2/2013	8/2/2014	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$ 1,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	TWC3372237	8/2/2013	8/2/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Liquor Liability			BOP6204980	8/2/2013	8/2/2014	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Table and Chairs and Awning overhanging sidewalk in front of 111 St. Paul St. Certificate holder is included as additional insured for general liability coverage. The standard notice of cancellation form applies to this policy stating 15 days for non-payment or 45 days for any other reason.

CERTIFICATE HOLDER

City of Burlington
Attn: Encumbrance Department
149 Church St
Burlington, VT 05401-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robin W Faraone

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Exhibit D



INSURER: FRANKENMUTH MUTUAL INSURANCE COMPANY

NAMED INSURED
GUILD FINE MEATS, LLC

POLICY NO.
BOP6204980

POLICY TERM
08/02/2013 to 08/02/2014

AGENT NO.
0440059

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Additional Insured -- Designated
Person Or Organization**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
CITY OF BURLINGTON ATTN: ENCUMBRANCE DEPARTMENT 149 CHURCH ST BURLINGTON, VT 05401-8429 15 DAYS FOR NP/45 DAYS OTHER
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph C. **Who Is An Insured in Section II -- Liability:**

- Any person(s) or organization(s) shown in the Schedule is also an additional insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your ongoing operations or in connection with your premises owned by or rented to you.

Exhibit E

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Vermont Changes -- Cancellation And Nonrenewal

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The **Cancellation** Common Policy Condition is replaced by the following:

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

2. Cancellation of Policies in Effect for Less than 60 Days.

If this policy has been in effect for less than 60 days and this policy is not a renewal of a policy we issued, we may cancel this policy by:

- a. Giving the first Named Insured at least 15 days' notice prior to the cancellation date for nonpayment of premium or substantial increase in hazard; or
- b. Mailing or delivering the first Named Insured at least 45 days' notice prior to the cancellation date for any other reason.

If cancellation is for nonpayment of premium, written notice may be sent by certificate of mailing or certified mail. If cancellation is for any reason other than nonpayment of premium, written notice must be sent by certified mail.

3. Cancellation of Policies in Effect For 60 Days or More

If this policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- b. Fraud or material misrepresentation affecting this policy or in the presentation of claims under this policy;
- c. Violation of any provisions of this policy; or
- d. Substantial increase in hazard, provided we have secured approval for the cancellation from the commissioner of insurance.

If we cancel this policy for one of the reasons specified in Paragraph 3., we will cancel only in the following manner:

- a. By giving at least 15 days' notice before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. By mailing or delivering at least 45 days' notice before the effective date of cancellation if we cancel for any other reason.